

ANSYS LEARNING HUB TERMS AND CONDITIONS OF USE

(Web version March 26, 2021)

By submitting an Order for an Ansys Learning Hub Subscription or by registering and accessing the Ansys Learning Hub, Customer agrees to be bound by these Ansys Learning Hub Terms and Conditions of Use (the “Terms”).

1. Definitions.

Agreement. These Terms and the Order.

Affiliate. Any person or other entity directly or indirectly controlling, controlled by, or under common control of a company. A joint venture shall not be considered an Affiliate of either party.

Ansys. ANSYS, Inc. and its Affiliates.

Ansys Learning Hub. A website provided by Ansys to Customer for purposes of providing Training Courses.

Ansys Learning Hub Subscription. The purchase of the right to access Training Course(s) for a fixed period of time as identified on the Order.

Contract Users. An individual or entity, not a regular employee of Customer, who is engaged to perform Customer’s internal data processing services.

Customer. The entity or individual that submits an Order to Ansys. In the event that Customer is an entity, Customer shall not permit use of the Ansys Learning Hub other than by its employees or Contract Users.

Customer Data. Any content, materials, data and information that Customer provides to Ansys or an Ansys Training Partner in connection with an Ansys Learning Hub Subscription.

Fees. The fees to be paid by Customer to Ansys for an Ansys Learning Hub Subscription.

Order. The Ansys Learning Hub order form; or the shopping cart via the Ansys Learning Hub web shop; or a separate written document which Customer submits to Ansys to procure an Ansys Learning Hub Subscription. The Order shall specify the term and Fees for which Customer has procured an Ansys Learning Hub Subscription.

Named User. An employee or Contract User of Customer, who has been authorized by Customer to be a user of the Ansys Learning Hub and who is identifiable as a unique user by their e-mail address.

Personal Data. Any information relating to an identified or identifiable natural person that is processed in accordance with these Terms.

Programs. Software made available by either Ansys or a Training Partner.

Term. The period of time identified on the Order.

Training Course. Non-exclusive training courses provided by Ansys or a Training Partner which aim to provide additional tools/resources/materials to improve Customer’s use of Programs. Such classes are made available by Ansys to Customer on the Ansys Learning Hub and illustrate how to use the Programs.

Training Partner. A third-party providing Training Course(s) pertaining to either Ansys Programs or such party’s own Program(s).

Usage Information. Any information relating to a Named User's access and usage of the Ansys Learning Hub including records of courses taken and access logs.

2. Ansys Learning Hub Subscription. Customer can order an Ansys Learning Hub Subscription by submitting an Order. The Order shall identify the Fees for the type of Ansys Learning Hub Subscription ordered. Upon receipt of an Order, Ansys shall provide Customer with access to the Ansys Learning Hub in accordance with the type of Ansys Learning Hub Subscription Ordered by Customer. The type of Ansys Learning Hub Subscription shall be identified on the Order and the Order shall be deemed complete when evidence of payment is submitted.

3. Customer Requirements. Access to the Ansys Learning Hub is only available via an internet connection. Ansys Learning Hub participants must have an appropriate user identification to gain access and all names must be provided to Ansys as needed. Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant. Delivery shall be deemed complete when Ansys provides Customer confirmation of access by email. To the extent applicable, access duration shall be as identified on the Order. Ansys reserves the right to exclude any participant: (i) who does not fulfil such prerequisites, (ii) behaves in disorderly conduct or fails to observe any of Ansys' rules of participation, as applicable. No refund of Fees shall be paid to Customer in such circumstances.

4. Payment. Customer acknowledges that access to the Training Courses or any other courses or materials in the Ansys Learning Hub are not included as part of the fees paid for support and maintenance of the Program(s). Fees for any Training Courses shall be identified on the Order or a quote provided by Ansys to Customer with the payment terms identified therein.

5. Confidentiality & Ownership. The Ansys Learning Hub and all Training Courses provided therein, inclusive of any commercial, technical information, and documentation which relate to foregoing are solely owned by and hereby reserved by Ansys and its Training Partners, as applicable. Customer only receives a limited license to use the Ansys Learning Hub and the Training Course(s) pursuant to the terms of this Agreement. Under no circumstances may the whole or any part of the Ansys Learning Hub or the Training Course(s) or documentation of the foregoing be produced or copied in any form or by any means or translated into another language without the prior written consent of Ansys. The Ansys Learning Hub, Training Courses, and Program(s) are confidential information of Ansys and its Training Partners and Customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein. Every person using Ansys Learning Hub must be licensed under the terms of this Agreement for accessing, downloading, or using the Ansys Learning Hub. Customer's employees, Contract Users, and others who have access to the Ansys Learning Hub must be informed of Ansys' and its Training Partner's intellectual property rights. Customer is permitted to use the Ansys Learning Hub solely for its own internal training purposes. Customer acknowledges that it is a violation of this Agreement to distribute Ansys Learning Hub or Training Course documentation, Program(s), links, or passwords among non-licensed users. Customer shall not disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the Ansys Learning Hub or any Training Course. Customer is responsible for the use of the Ansys Learning Hub by Contract Users and for ensuring that the Contract Users (i) use the Ansys Learning Hub only to perform internal data processing services for Customer and (ii) agree to and comply with the terms of this Agreement.

6. Modifications & Support. Ansys and its Training Partners reserve the right to: (i) modify the Training Courses available on the Ansys Learning Hub from time to time, and (ii) amend the content of any Training Course without notice to Customer to correct errors. The Training Course(s) may be updated from time to time. A Training Course provided by a Training Partner may be removed by Ansys at the request of Training Partner. To the extent that such Training Course is removed from the Ansys Learning Hub, Ansys shall inform Customer by including a note in the Training Course description ten (10) days prior to removing the Training Course. Support is available for the Training

Courses generally. Coaching, individualized training and other types of training are available separately from Ansys and may be offered for an additional fee.

7. Disclaimer of Warranty. The Ansys Learning Hub and the Training Courses provided therein are provided by Ansys and its Training Partners, as applicable, to Customer on an “as is” and “as available” basis. Ansys makes no guarantee as to the future availability of any Training Partner materials or Training Courses. Ansys does not warrant the accuracy or completeness of the Training Courses nor any links or the information, text, graphics, links, or other items contained within a Training Course. Ansys and its Training Partners disclaim all warranties either express or implied, including without limitation, any implied warranties of merchantability or fitness or suitability for any purpose (whether or not Ansys or its Training Partners have reason to know, have been advised of, or are otherwise in fact aware of any such purpose) or non-infringement, whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing.

8. Indemnity. Ansys, and/or its Training Partner, as applicable (the “Indemnifying Party”), will defend at its expense any claim, suit or proceeding (each a “Claim”) brought against Customer by any third party to the extent such Claim asserts that the Training Course(s) infringes or misappropriates the third party’s patent, copyright, trade secret or trademark (“Infringement Claim”). The Indemnifying Party will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction or any settlement amounts finally agreed to by the Indemnifying Party as a result of any such Infringement Claim; provided, however, that Customer (i) promptly notifies the Indemnifying Party in writing of such Infringement Claim; (ii) promptly gives the Indemnifying Party the right to control and direct the investigation, preparation, defense and settlement of such Infringement Claim, with counsel of the Indemnifying Party’s own choosing (provided that Customer will have the right to reasonably participate, at its own expense, in the defense of any such Infringement Claim); and (iii) gives assistance and full cooperation for the defense of same. The Indemnifying Party may, at its option, as a way of remedying any Infringement Claim or potential Infringement Claim, (a) replace or modify the Training Course(s) so as to avoid infringement, (b) procure the right for the Customer to continue using the Training Material(s), or (c) if neither (a) nor (b) are commercially feasible, Ansys may terminate Customer’s license to use Ansys Learning Hub and/or this Agreement and require Customer to cease use of the Ansys Learning Hub, in which case Ansys will refund to Customer a pro rata portion of the amounts paid for the Ansys Learning Hub Subscription identified on the Order. This indemnity will not apply to any Infringement Claim based upon or arising from (i) use of the Training Course(s) and/or Ansys Learning Hub not in accordance with the terms of this Agreement; (ii) Customer’s breach of the terms of this Agreement. This Section 8 sets forth Customer’s sole and exclusive remedy and Ansys’ and its Training Partner(s), as applicable, entire liability and obligations with respect to any Infringement Claim.

9. Limitation of Liability. SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANSYS AND ITS TRAINING PARTNERS WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES. Ansys and its Training Partner(s), as applicable, shall not be liable for damages of any kind, including any direct damages that may result from Customer’s use of or access to the Ansys Learning Hub and any Training Course(s) provided therein (including, without limitation, resulting from the performance or cancellation of a Training Course). Except for Ansys and its Training Partners indemnification obligations set forth in Section 8 above, in no event will Ansys or its Training Partner’s aggregate liability to Customer exceed the total Fees actually received by Ansys from Customer during the preceding twelve (12) months prior to the claim.

10. Cancellation & Termination. All fees paid for Ansys Learning Hub Subscription are non-returnable, unless otherwise prohibited by law. Ansys does not provide refunds for any Ansys Learning Hub Subscription fees paid. Ansys reserves the right to cancel or reschedule a Training Course five (5) business days prior to the scheduled training. In the event of such cancellation, Ansys’s will make every effort to re-enroll the student in a similar class in the same facility or near the same start date, depending on the student's preference. Ansys shall not be responsible for any loss, damage, or liability resulting to Customers or Customer relating to that cancellation. Ansys shall not be liable for any failure to provide

a Training Course due to causes or conditions beyond Ansys's reasonable control. Customer may not cancel an Order for the Ansys Learning Hub. Ansys hereby reserves the right to cancel Customer's access to and license to use any content available on the Ansys Learning Hub in the event that Customer materially breaches the terms of this Agreement. Ansys shall provide Customer with notice in such event. Customer shall immediately cease use of any such Training Course(s) available on the Ansys Learning Hub and delete any tangible or electronic embodiments of such information in its possession. Customer's login credentials to the Ansys Learning Hub will be revoked in such instance.

11. Non-assignability. Access to and use of the Ansys Learning Hub and any Training Courses provided therein is nonassignable, nonexclusive, and non-transferable. Customer shall not assign these Terms or any Order to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Ansys. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees. More particularly, certain Ansys Learning Hub Subscription(s) may not be transferred without Ansys' prior written consent. Customer shall hold Ansys and its Training Partners harmless from and against all losses, damages, liabilities as a result of Customer's non-compliance with this provision.

12. Customer Data. Customer agrees that any Customer Data provided to Ansys or a Training Partner via the Ansys Learning Hub or otherwise related to either the Ansys Learning Hub or a Training Course may be used for the following purposes: (i) providing the Ansys Learning Hub and Training Courses, (ii) product improvement (in particular, features and functionality, workflows and user interfaces for the Ansys Learning Hub and any Training Course(es) and development of new Ansys products and services), (iii) improving Ansys resource allocation and support, (iv) internal demand planning, (v) training and developing machine learning algorithms, (vi) improving product performance, and (vii) identification of industry trends and developments, creation of indices and anonymous benchmarking.

13. Feature Requests and Product Improvements. Customer acknowledges and agrees that any interaction with or feedback provided to Ansys by Customer, including any Customer Data, either directly stated or implied, may be used by Ansys to improve Ansys products and services in the future. Ansys shall be the sole owner of any and all developments, modifications, enhancements, changes or new proprietary information or intellectual property that is developed in relation to any Ansys software or related services ("Improvements"), including, without limitation, comments or feedback ("Feedback") that is provided by Customer to Ansys. Ansys shall have all rights associated any such Improvements and Feedback without recourse of reference to Customer.

14. Data Privacy. To provide the Ansys Learning Hub and/or Training Courses, Ansys may process certain Personal Data related to Named Users. Ansys processes such Personal Data as a data controller on the legal basis of its legitimate interests to ensure compliance with these Terms and to provide access to the Ansys Learning Hub to Customer. Ansys shall ensure that any transfers of such Personal Data complies with all applicable data protection laws, including, to the extent applicable, restrictions on cross-border data transfers under the General Data Protection Regulation (Regulation (EU) 2016/679). As part of its provision of the Ansys Learning Hub, Ansys may also make certain Usage Information of Named Users available to Customer. In the event that Customer is not a Named User or Contract User of the Ansys Learning Hub, Customer hereby represents and warrants that it shall provide sufficient notice to all Named Users of Ansys's processing of the Personal Data as described in this Agreement.

15. Export. Customer acknowledges and agrees that the Ansys Learning Hub, Training Courses and associated material provided therein are subject to U.S. laws and other applicable laws governing the export and/or re-export of the Training Courses including, but not limited to, the Export Administration Regulations, regulations promulgating financial transaction restrictions administered by the Office of Foreign Asset Controls of the U.S. Department of the Treasury, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder (collectively,

the “Export Laws”). Customer warrants that Customer and its Contract Users will remain in compliance with all Export Laws with respect to its access of and use of the Ansys Learning Hub and the Training Courses and acknowledges that Export Laws may change over time. Customer (including its Contract Users) additionally warrants that it has not been, and is not currently, debarred, suspended, prohibited or impaired from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. Customer and its Contract Users will not knowingly re-export, directly or indirectly, any Training Course or any technical data provided by Ansys to Customer to any destination or person or entity in violation of the Export Laws or these Terms.

16. Miscellaneous. Any terms and conditions contained in Customer’s purchase order or other standardized form sent by Customer are hereby excluded. This Agreement only applies to the provision of Training Courses as made available by Ansys and/or Training Partner(s) on the Ansys Learning Hub to Customer from time to time. These terms do not apply to any Program(s) made available by Ansys or any Training Partner for which a separate license and software license agreement is necessary. No variation to an Order or these Terms shall be binding unless agreed in writing between the authorized representatives of Ansys and Customer. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Customer acknowledges that Ansys shall be entitled to seek injunctive relief in addition to all other remedies for any breach of this Agreement by Customer.